

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: MAR 08 2012

6-638716

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MAERSK INC., as agents for
A.P. MOLLER-MAERSK A/S,

11 Civ. 8373 (NATHAN)

Plaintiff,

STIPULATION AND ORDER
OF SETTLEMENT

- against -

ABIDJAN FRESH FOODS,

Defendant.

IT IS STIPULATED, ORDERED AND AGREED by and between
plaintiff MAERSK INC., as agents for A.P. MOLLER-MAERSK A/S, and
defendant ABIDJAN FRESH FOODS, that the above captioned matter be and
hereby is settled and dismissed, without prejudice and without costs as to each
party against the other, for payment by defendant to plaintiff in the amount of
THIRTEEN THOUSAND DOLLARS and NO CENTS (\$13,000.00) to be remitted
pursuant to the following schedule:

1. \$3,500.00 on or before March 15, 2012;
2. \$3,500.00 on or before April 15, 2012;
3. \$3,000.00 on or before May 15, 2012;
4. \$3,000.00 on or before June 15, 2012;

and it is further

STIPULATED, ORDERED AND AGREED that said payments are
to be made by checks made payable to the "Law Offices of Albert J. Avallone &
Associates, As Attorneys" so that same are received at the Law Offices of Albert
J. Avallone & Associates, 551 Fifth Avenue, Suite 616, New York, NY 10176 on
or before the dates noted above; and it is further

STIPULATED, ORDERED AND AGREED that this Stipulation
reflects a compromise of disputed claims, and does not constitute, nor should it

be construed as, an admission by either party of any liability or responsibility with respect to the claims of any party, and it is further

STIPULATED, ORDERED AND AGREED that in the event of a default in any of the payments noted above, then, upon 5 business days notice of default by fax to Melchelle R. MacGregor and C.J. Erickson, of Cowan Liebowitz & Latman, P.C., 1133 Avenue of the Americas, New York, NY 10036, Attention: Melchelle R. MacGregor and C.J. Erickson, Fax No. (212) 575-0671, counsel for defendant, should said default not be cured within said 5 business day period, then, without further notice, plaintiff may proceed to judgment against defendant for the full amount of \$25,641.00, with interest at 6% from the dates of the Invoices, costs and disbursements, less any payments made hereunder, and plaintiff may immediately proceed to execution thereon; and it is further

STIPULATED, ORDERED AND AGREED that upon payment by defendant to plaintiff of the full amount of \$13,000.00 pursuant to the terms of this Stipulation, plaintiff shall execute and file with the Court a Notice of Dismissal of the above captioned action, with prejudice, and it is further

STIPULATED, ORDERED AND AGREED that upon payment by defendant to plaintiff of the full amount of \$13,000.00 as set forth above, plaintiff and A.P. Moller-Maersk A/S (the "Plaintiff Parties") on behalf of themselves, their officers, directors, employees, agents, parents, subsidiaries, licensees, affiliated companies, successors and assigns, do hereby release, waive and forever discharge fully and without limitation defendant and Ninnin Samake (the "Abidjan Fresh Food Parties") and the Abidjan Fresh Food Parties owners, principals, officers, directors, employees, agents, stockholders, consultants, insurers, representatives, heirs, lawyers, executors, administrators, affiliates, predecessors, successors and assigns and all persons acting by, through, under or in concert with them, from any and all claims, liabilities, damages, losses, demands, causes of action, costs, expenses, attorneys' fees, indemnities, and obligations of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, which the


Plaintiff Parties have or may have or claim to have, which exist or may exist, by reason of any matter, cause or thing from the beginning of the world to the date of this Stipulation, including but not limited to the events, circumstances, or incidents giving rise to the above-captioned action and any claims asserted by plaintiff against defendant in the Complaint in the above-captioned action; and it is further

STIPULATED, ORDERED AND AGREED that this Honorable Court shall retain jurisdiction to enforce the terms of this Stipulation and Order of Settlement.

Dated: New York, New York
March 1, 2012

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

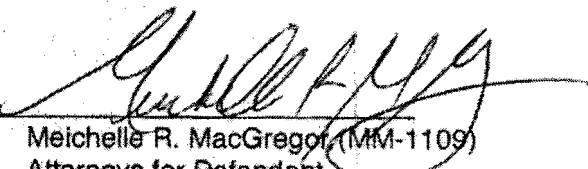
By



Albert J. Avallone - AA1679
Attorneys for Plaintiff
MAERSK INC., as agents for
A.P. MOLLER-MAERSK A/S
551 Fifth Avenue, Suite 616
New York, NY 10176
(212) 696-1760

COWAN LIEBOWITZ & LATMAN, P.C.

By



Meichelle R. MacGregor (MM-1109)
Attorneys for Defendant
ABIDJAN FRESH FOODS
1133 Avenue of the Americas
New York, NY 10036
(212) 790-9200

ABIDJAN FRESH FOODS

By Ninnan Samake
Ninnan Samake
315 West 115th Street, Apt. 24
New York, NY 10026

SO ORDERED: 3/8/12

Alan J. Hutter
U.S.D.J.

The Clerk of Court is directed
to close this case. Any pending
motions are moot.